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Attorneys for Defendants UnitedHealth Group, Inc.;
United Healthcare Services, Inc., UnitedHealthcare
Insurance Company; OptumInsight, Inc.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ALMONT AMBULATORY SURGERY
CENTER, LLC, a California limited liability
company; BAKERSFIELD SURGERY
INSTITUTE, LLC, a California limited
liability company; INDEPENDENT
MEDICAL SERVICES, INC., a California
corporation; MODERN INSTITUTE OF
PLASTIC SURGERY & ANTIAGING, INC.,
a California corporation; NEW LIFE
SURGERY CENTER, LLC, a California
limited liability company, dba BEVERLY
HILLS SURGERY CENTER, LLC;
ORANGE GROVE SURGERY CENTER,
LLC, a California limited liability company;
SAN DIEGO AMBULATORY SURGERY
CENTER, LLC, a California limited liability
company; SKIN CANCER &
RECONSTRUCTIVE SURGERY
SPECIALISTS OF BEVERLY HILLS, INC.,
a California corporation; VALENCIA
AMBULATORY SURGERY CENTER,
LLC, a California limited liability company;
WEST HILLS SURGERY CENTER, LLC, a
California limited liability company,

Plaintiffs,

v.

UNITEDHEALTH GROUP, INC.; UNITED
HEALTHCARE SERVICES, INC.,
UNITEDHEALTHCARE INSURANCE
COMPANY; OPTUMINSIGHT, INC., and
DOES 1 through 20,

Defendants.

Case No.

**DECLARATION OF
VENNISE D. MCCOY FILED
IN SUPPORT OF NOTICE OF
REMOVAL OF ACTION TO
FEDERAL COURT**

(Superior Court of the State of
California, County of Los
Angeles, Central District)
Number: BC540056)

Complaint filed: March 21, 2014

1 1. My name is Vennise D. McCoy. I am over 21 years old and make this
2 Declaration based on my personal knowledge.

3 2. I work as a Senior Legal Services Specialist on behalf of United
4 Healthcare Services, Inc. and its affiliate companies, including United Healthcare
5 Insurance Company (collectively “United”). In my position, I am familiar with the
6 manner in which United maintains certain records, including certain records kept
7 regarding claims submitted by medical providers to UnitedHealthcare requesting
8 payment under various self-funded benefits plans where UnitedHealthcare serves as
9 the claims administrator, including the Walgreen Health Plan (Major Medical
10 Expense Plan), the AT&T Medical Plan, and The SBC Medical and Group Life
11 Insurance Plan – CustomCare (the “SBC Plan”), which, after SBC’s acquisition of
12 AT&T Corp. and re-naming itself AT&T Inc., became part of the AT&T Medical
13 Plan Network.

14 3. I have recently reviewed records kept by United regarding claims
15 submitted by a number of the medical providers named as Plaintiffs in this action
16 for payment under (a) the Walgreen Health Plan (Major Medical Expense Plan) for
17 services provided to five different individuals covered thereunder, (b) the AT&T
18 Medical Plan for services provided to one individual; and (c) the SBC Plan for
19 services provided to one individual.

20 4. The first such person, United example patient 1, received services on
21 October 15-16, 2010, April 12-13, 2011, July 2, 2011, and September 12, 2012
22 from several of the plaintiff-providers, including Modern Institute of Plastic
23 Surgery & Antiaging, Inc. (“Modern Institute”), Independent Medical Service, Inc.
24 (“IMS”), San Diego Ambulatory Surgery Center, LLC (“San Diego”), Skin Cancer
25 & Reconstructive Surgery Specialists of Beverly Hills (“Reconstructive
26 Specialists”), and West Hills Surgery Center LLC (“West Hills”), for a number of
27 different services, including placement of gastric band. As reflected in the records
28 maintained regarding these claims, UnitedHealthcare denied these claims from

1 these providers requesting payment under the Walgreen Health Plan (Major
2 Medical Expense Plan).

3 5. The second such person, United example patient 2, received services
4 on July 9, 2011, July 29, 2011, and August 19, 2011, from several of the plaintiff-
5 providers, including Reconstructive Specialists and New Life Surgery Center LLC
6 dba Beverly Hills Surgery Center (“New Life or Beverly Hills”), for a number of
7 different services, including placement of gastric band. As reflected in the records
8 maintained regarding these claims, UnitedHealthcare denied these claims from
9 these providers requesting payment under the Walgreen Health Plan (Major
10 Medical Expense Plan).

11 6. The third such person, United example patient 3, received services on
12 February 28, 2011 and December 14, 2011 from plaintiff-providers IMS and
13 Bakersfield Surgery Institute, LLC (“Bakersfield”) for a number of different
14 services, including upper gastrointestinal endoscopy. As reflected in the records
15 maintained regarding these claims, UnitedHealthcare denied these claims from
16 these providers requesting payment under the Walgreen Health Plan (Major
17 Medical Expense Plan).

18 7. The fourth such person, United example patient 4, received services on
19 Nov. 3-4, 2010, May 20, 2011, July 27, 2011, August 10, 2011, Sept. 7, 2011,
20 October 5, 2011, October 26, 2011, December 27, 2012, January 3, 2013, and
21 January 24, 2013 from several of the plaintiff-providers, including IMS, Modern,
22 Beverly Hills, and Reconstructive Specialists, for a number of different services,
23 including placement of gastric band. As reflected in the records maintained
24 regarding these claims, UnitedHealthcare denied these claims from these providers
25 requesting payment under the Walgreen Health Plan (Major Medical Expense
26 Plan).

27 8. The fifth such person, United example patient 5, received services on
28 April 18, 2013, May 14-15, 2013, June 13, 2013, June 26, 2013, August 8, 2013,

1 August 10, 2013, September 19, 2013, October 10, 2013, November 7, 2013,
2 December 5, 2013, and December 26, 2013 from plaintiff-providers IMS and
3 Orange Grove Surgery Center (“Orange Grove”) for a number of different services,
4 including placement of gastric band. As reflected in the records maintained
5 regarding these claims, UnitedHealthcare denied these claims from these providers
6 requesting payment under the Walgreen Health Plan (Major Medical Expense
7 Plan).

8 9. The sixth such person, United example patient 6, received services on
9 May 5, 2009 and August 25, 2010 from several of the plaintiff-providers, including
10 Modern, Reconstructive Specialists, and Almont Ambulatory Surgery Center LLC
11 (“Almont”) for a number of different services, including upper gastrointestinal
12 endoscopy. As reflected in the records maintained regarding these claims,
13 UnitedHealthcare denied these claims from these providers requesting payment
14 under the AT&T Medical Plan.

15 10. The seventh such person, United example patient 7, received services
16 on September 18, 2010, December 31, 2010, July 2, 2011, October 20, 2012,
17 December 15, 2012, May 18, 2013, June 15, 2013, and October 26, 2013 from
18 several of the plaintiff-providers, including Modern, Orange Grove, IMS,
19 Reconstructive Specialists, and West Hills, for a number of different services,
20 including placement of gastric band. As reflected in the records maintained
21 regarding these claims, UnitedHealthcare denied these claims from these providers
22 requesting payment under the SBC Plan, now part of the AT&T Medical Plan
23 Network. With respect to services provided example patient 7 on December 15,
24 2012 by Orange Grove and IMS (including its affiliated physician Michael F.
25 Sedrak), attached hereto as Exhibit 1 is a true and correct copy of an assignment
26 signed by patient 7, which has been redacted to delete the name of patient 7. This
27 assignment, complete with name, is contained in United’s files and records
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1 regarding claims for benefits for patient 7 under the terms of the SBC Plan, now
2 part of the AT&T Medical Plan Network.

3 Pursuant to 28 U.S.C. § 1746, I hereby declare, under the penalty of perjury,
4 that the foregoing is true and correct.

5 Executed on April 21, 2014 at Cypress, California

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Vennise D. McCoy

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ASSIGNMENT OF RIGHTS AND BENEFITS

I authorize my insurance company, healthcare plan and/or my healthcare contract with my employer (collectively, the "INSURANCE COMPANY") to direct all payments for all professional and medical benefits under my current policy as payment for services rendered directly to Orange Grove Surgery Center and/or Michael Sedrak, M.D. providing services and/or their designated associates or assignee(s) (collectively "PROVIDERS").

I assign, whether signing as patient or patient's agent, all rights and benefits under my contract with my INSURANCE COMPANY, to any and all PROVIDERS. I give express right to PROVIDERS to obtain my medical plan or summary plan description (SPD) that includes all covered benefits and exclusions, and ALL information from INSURANCE COMPANY, employer or any of their associates or agents related to me on behalf of me as a plan participant. I also provide express consent and give full rights to PROVIDERS and/or PROVIDERS' designated associates to appeal on my behalf to INSURANCE COMPANY or my employer or any of their associates or agents for any reason, including claim payment disputes and/or benefit denials. I also authorize the release of any information pertinent to my case to any insurance company, adjuster, attorney, PROVIDERS' designated associates or other party(s) involved in this case.

I authorize PROVIDERS and/or PROVIDERS' designated associates to initiate complaint(s) to the Insurance Commissioner or any other agency for any reason on my behalf. I also authorize PROVIDERS and/or PROVIDERS' designated associates to initiate a complaint(s), lawsuit or administrative action with the proper regulatory body, such as ERISA, California regulators, and/or The California Department of Managed Healthcare. I further authorize PROVIDERS and/or PROVIDERS' designated associates to initiate independent medical review (IMR) to any appropriate public and/or private agency that is allowed to review claim payment and benefit disputes for any reason on my behalf.

The assignment further permits PROVIDERS to obtain from INSURANCE COMPANY and employer or any of their agents or associates all information necessary for the determination of benefits allowed under the contract and permits the direct disclosure to PROVIDERS of all information including benefits provided including benefits and payments made on my behalf, limits and exclusions of benefits and reasons for denial of benefits or reduction in charges for services rendered.

The assignment shall allow PROVIDERS to take all action necessary to obtain the benefits I have, in good faith, been promised by INSURANCE COMPANY and/or employer on my behalf. All benefits are to be paid directly to PROVIDERS and mailed directly to 269 S. Beverly Drive, Suite 353, Beverly Hills, CA90212. A photocopy of this assignment shall be considered as effective and valid as the original.

I understand that my insurance carrier may disallow certain diagnoses or services as medically uncovered, medically unnecessary, cosmetic or excluded. I agree to be responsible for payment of all such services rendered to the patient. I understand that upon acceptance of services from PROVIDERS, I assume responsibility for any deductible, co-pay, or other balance not covered by INSURANCE COMPANY.

If my INSURANCE COMPANY sends payments to me, I understand that I will endorse and send all funds to PROVIDERS and mail to 269 S. Beverly Drive, Suite 353, Beverly Hills, CA90212 within 48 hours of receipt or there will be a \$50 per day late fee and an additional 25% collections fee. I understand that the intentional and knowing misappropriation of money entrusted with you, but belonging to PROVIDERS, is a crime in violation of California Penal Code Sections 484 and 487. For any balances over 30 days outstanding, I understand there will be a further additional 30% collections fee. An interest charge of 2.09% per month or 25% per year may also apply to delinquent balances. I also understand that my insurance policy is a contract between INSURANCE COMPANY and me. If my insurance company does not pay my claim within 30 days after it is received, I agree to remit payment to PROVIDERS within 1 week of receiving the bill, and contact INSURANCE COMPANY regarding this settlement with PROVIDERS will assist me in processing my claim; however, I am ultimately responsible for payment of my account. This is a direct assignment of my rights and benefits under this policy.

REDACTED

Patient Name

REDACTED

Patient (or guardian) Signature

12/15/2012

Date

PATIENT NAME: REDACTED

ID # REDACTED

DOB: REDACTED
PHYSICIAN: Sedrak, Michael (Lap Band)
DOS: 12/15/2012
LOCATION: Pomona

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